

DRAFT - 4/23/10

First Amendment to  
Agreement for the Transfer of Property  
To Sumter County

WITNESSETH:

This First Amendment entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "District," and Sumter County, a political subdivision of the State of Florida, whose mailing address is 910 North Main Street, Bushnell, Florida 33513, hereinafter referred to as the "County".

WHEREAS, the parties entered into an Agreement for the Transfer of Property to Sumter County, dated May 26, 2009, hereinafter referred to as the "Agreement," to set forth their respective rights and responsibilities with respect to the District's conveyance of the Lake Panasoffkee Spoil Site, the "Property", to the County and to establish the parameters of use of the Property thereafter; and

WHEREAS, the District entered into an agreement, the "FMI Agreement", with Fletcher Marine, Inc., "FMI", dated September 30, 2008, to allow FMI to remove shell material from the Property to recover unforeseen expenses incurred by FMI during the Lake Panasoffkee Restoration Project, administered by the District; and

WHEREAS, pursuant to Paragraph 6 of the Agreement the District attempted to assign the FMI Agreement to the County; and

WHEREAS, according to Paragraph 12 of the FMI Agreement, the District may not assign its interest under the FMI Agreement without the prior written consent of FMI; and

WHEREAS, as of the date of this Amendment, FMI has not provided its written consent to the District's assignment of the FMI Agreement to the County; and

WHEREAS, the District and the County hereto wish to amend the Agreement to specifically revise the provisions of Paragraph 6 of the Agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby agree to amend the Agreement, dated May 26, 2009, as follows:

Paragraph 6, **FMI Agreement**, is hereby replaced in its entirety with the following:

The District and the County agree that the District may assign the FMI Agreement to the County, and the County will accept all rights, duties, liabilities and benefits of the FMI Agreement, which is attached hereto and incorporated herein as Exhibit "D". The District will also have the right to remove Material, at no cost, consistent and concurrent with the removal of Material by Fletcher Marine, Inc., pursuant to the FMI

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Agreement and for an additional period that will terminate September 30, 2018. The District agrees to coordinate its activities to remove Material from the Property with the County. The District will make reasonable efforts to conduct such activities in a manner so as not to disrupt or interfere with the County's development and use of the Property as intended herein. If, for any reason and in its sole discretion, the District does not assign the FMI Agreement to the County, the County agrees to allow the District and FMI access to the Property for the purpose of performing in accordance with the FMI Agreement. Further, the County agrees to allow the District, at the District's sole discretion, access to the Property to remove shell material from the Property during the additional period ending September 30, 2018.

The terms, covenants and conditions set forth in the original Agreement, dated May 26, 2009, that have not been specifically amended herein, shall continue in existence, and shall remain binding upon the parties hereto.

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IN WITNESS WHEREOF, the parties have executed this Amendment this \_\_\_\_\_ day of \_\_\_\_\_, 2010

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

ATTEST: \_\_\_\_\_  
Hugh M. Gramling, Secretary

(OFFICIAL SEAL)

BY: \_\_\_\_\_  
Todd Pressman, Chair

Date: \_\_\_\_\_

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed as to form and legal sufficiency

\_\_\_\_\_  
County Attorney's Office/Date

APPROVED BY:	INITIALS	DATE
ATTORNEY	_____	_____
MANAGER	_____	_____
DIRECTOR	_____	_____
DEPUTY EXEC DIR	_____	_____